



CONTRACT CLAUSES

All purchase orders are rated orders certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR Part 700). All purchase orders are rated DOA1.

The clauses listed below are incorporated by reference and made a part of this Contract (Purchase Order). Unless otherwise limited in this Contract, each document applies in its entirety.

To the extent that any clause included in this document is inapplicable to the performance of this Contract, the parties shall consider such clauses to be self-deleting and shall not impose any obligations upon the SELLER.

FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020) (Applies if this Contract is in excess the simplified acquisition threshold as specified in FAR 2.101 on the date of contract award; and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions. Does not apply if Contract is for a Commercial Item as defined in FAR Part 2.101.)

FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (Seller shall provide CAAP Co., Inc copies of any reports provided under this clause which relate to the performance of this Contract.) *

FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) ("Government" in paragraph (b) means "Government or CAAP Co., Inc." Reports required by this clause will be made to CAAP Co., Inc. Paragraph (b)(2) is deleted..) *

FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018) (Applies if Seller will furnish a major helium requirement as defined in the clause. In paragraph (b) "Contracting Officer" means "CAAP CO., INC Procurement Representative.")

FAR 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) (Applies if SELLER will perform Work subject to the Defense Base Act (42 U.S.C. 1651 et. seq.)).

FAR 52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE (APR 1984) (Applies if this Contract will be a public-work contract performed outside the United States and the Secretary of Labor waives the applicability of the Defense Base Act (see 28.305)).

FAR 52.232-16 PROGRESS PAYMENTS (JUN 2020) (Applies to SELLER only if CAAP CO., INC concurs with SELLER's request to be paid by means of progress payments in non-commercial Contracts. "Contracting Officer" means "CAAP Co., Inc" except in paragraph (g) where it means "CAAP Co., Inc or Contracting Officer." "Government" means "CAAP Co., Inc" except: (1) in paragraphs (d), (e) and (j)(5) where the term is unchanged and (2) in paragraphs (g) and (i) where it means "CAAP Co., Inc and the Government.")

FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012) (Applies to SELLER only if CAAP CO., INC concurs with SELLER's request to be paid by means of performance-based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" and "Government" shall mean "CAAP Co., Inc" except with respect to title for property where the references to the Government shall be unchanged. Subparagraph (c)(2) of the clause is deleted.)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)



FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) (Applies if this Contract uses information technology which require security of information technology. Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

FAR 52.245-9 USE AND CHARGES (APR 2012) (Communications with the Government under this clause will be made through CAAP CO., INC. Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) (Copies of reports provided by SELLER under this clause will be provided to CAAP CO., INC.) *

DFARS 252.204-7020 NIST SP 800-171 DOD ASSESSMENT REQUIREMENTS (NOV 2020) (Applies except if this Contract is for commercial off the shelf items).

DFARS 252.209-7010 CRITICAL SAFETY ITEMS (AUG 2011) (The Critical Safety Items set forth elsewhere in this Contract have been designated aviation critical safety items or ship critical safety items by the designated design control activity.)

DFARS 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (DEC 2019) (Applies where Seller will make direct shipments meeting the criteria at FAR 211.275-2 to the Government of items covered by the clause as set forth elsewhere in this Contract.)

DFARS 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012) (Applies if Seller will be in possession of Government property for the performance of this Contract.)

DFARS 252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010) (Applies where Seller is in the possession of Government property for the performance of this Contract. Does not apply if CAAP CO., INC expressly assumed responsibility for marking the property.)

DFARS 252.215-7008 ONLY ONE OFFER (JUL 2019) (Applies if this subcontract exceeds the simplified acquisition threshold. Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.) *

DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

DFARS 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005) (Applies if Seller is delivering hand or measuring tools under this Contract.)

DFARS 252.225-7025 RESTRICTION OF ACQUISITION OF FORGINGS (JUN 1997) (Applies if the Work contains forging items described by the clause.)

DFARS 252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003) (The reference to the clause in paragraph (a) means FAR 52.203-5. The blank in paragraph (b)(1) is completed with "any Government." Subparagraph (b)(2) is deleted.)

DFARS 252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003) (Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.225-7030 (DEC 2016) RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (Applies if this order is if for carbon, alloy, and armor steel plate in Federal supply class 9515, or described by American Society for Testing Materials (ASTM) or American Iron and Steel Institute (AISI) specifications.)

DFARS 252.225-7032 WAIVER OF UNITED KINGDOM LEVIES – EVALUATION OF OFFERS (APR 2003). (Applies if



Seller is a United Kingdom firm. "Contracting Officer" means "CAAP CO., INC." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (AUG 2015) (Applies if Seller will deploy persons or otherwise provide support in the theater of operations to U.S. military forces deployed outside the United States. Communications with the Contracting Officer shall be made through CAAP Co., Inc.)

DFARS 252.225-7047 EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE CONTRACT (JUNE 2013)

DFARS 252.225-7052 RESTRICTIONS ON ACQUISITION OF CERTAIN MAGNETS AND TUNGSTEN (OCT 2020). (The clause does not apply where an exception in paragraph (c) applies.)

DFARS 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY. (DEVIATION 2017-00004) (Applies to this Contract if it requires contractor personnel to perform work in the United States Central Command area of responsibility.)

DFARS 252.225-7979 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2018-00008) (Applies to this Contract if it exceeds \$50,000 and is performed, in whole or in part, in the United States Central Command Theater of Operations).

DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011) ("Offeror" means "Seller." Contracting Officer" means "CAAP Co., Inc or Contracting Officer." In paragraphs (a) and (b) the references to the SBIR data rights clause are deleted.)

DFARS 252.228-7001 GROUND AND FLIGHT RISK (JUN 2010) (In paragraph (a)(1)(i) "this contract" means "the prime contract." The following is added at the beginning of the clause: "Communications between Seller and the Government shall be made through CAAP Co., Inc. Any equitable adjustment provided for this clause shall be implemented in this Contract to the extent such adjustment is implemented in the prime contract." Subparagraphs (d)(2)(ii), (d)(3)(ii) and the last sentence of subparagraph (j)(2) are deleted.)

DFARS 252.229-7011 REPORTING OF FOREIGN TAXES - U.S. ASSISTANCE PROGRAMS (SEP 2005) (Copies of all notifications made pursuant to this clause shall be made to CAAP Co., Inc. (Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.229-7003 TAX EXEMPTIONS - ITALY (MAR 2012) (Applies if work is performed in Italy. (Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011) (Applies if Seller is a United Kingdom firm. "This contract" means "the prime contract." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.232-7012 PERFORMANCE-BASED PAYMENTS – WHOLE-CONTRACT BASIS (APR 2020) (Applies to SELLER only if CAAP CO., INC concurs with SELLER's request to be paid by means of performance based payments and a Performance-Based Payment schedule is incorporated into this Contract. "Contracting Officer" shall mean "CAAP Co., Inc.")

DFARS 252.232-7017 ACCELERATING PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS - PROHIBITION ON FEES AND CONSIDERATION (APR 2020) ("Government" means "CAAP Co., Inc.")



DFARS 252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (JAN 2009) (Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (MAR 2010) (Contracting Officer" means "CAAP Co., Inc." The term "Government" includes CAAP Co., Inc.)

DFARS 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (OCT 2019) (Applies if Seller will perform classified work. "Contracting Officer" means "CAAP Co., Inc." "Government" means "CAAP Co., Inc and the Government" in paragraphs (c) and (d).)

DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008) (Applies if Seller personnel will access DoD information systems.)

DFARS 252.239-7010 CLOUD COMPUTING RESOURCES (OCT 2016) (Applies if this Contract involves use of cloud services.)

DFARS 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES AND SERVICES (DEC 1991) (Applies if this Contract requires securing telecommunications. Does not apply if Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.243-7002 REQUEST FOR EQUITABLE ADJUSTMENT (DEC 2012) ("Government" means " CAAP Co., Inc." Does not apply if this Contract is for a Commercial Item as defined in FAR Part 2.101.)

DFARS 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012) (Applies if Work delivered under this Contract is subject to serialized tracking.)

DFARS 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016) (Applies if Seller is in possession of Government Property.)

AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997) (Applies if Seller will perform work under this Contract on a Government installation. "Contracting Officer" means "CAAP Co., Inc.")

AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012) (Applies if Seller will perform work on a Government installation. "Contracting Officer" means "CAAP Co., Inc." In paragraph (e) "the prime contractor" means "Seller.")

AFFARS 5352.242-9001 COMMON ACCESS CARDS (CACs) FOR CONTRACTOR PERSONNEL (NOV 2012) (Applies if Seller will perform work on a Government installation. All communication with the Government required by this clause shall be conducted through CAAP Co., Inc.)

H-11 Restriction on the Delivery or Procurement of Supplies and Services from the Republic of Turkey

(a) Definitions.

(1) "Component" means any item supplied to the Government as part of an end product including, without limitation, raw materials and intermediate assemblies

(2) "Covered article" means any end item, component, software, or service that-

Is produced in Turkey or by a covered entity; or

Is a service provided in Turkey or by a covered entity.

(3) *“Covered entity” means an entity that is effectively owned or controlled by the Turkish government.*

(4) *“Effectively owned or controlled” means that the Turkish government or any entity controlled by the Turkish government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the entity’s officers or a majority of the entity’s board of directors by any means, e.g., ownership, contract, or operation of the law (or equivalent power for unincorporated organizations).*

(5) *“Entity controlled by the Turkish government” means*

(i) *Any domestic or foreign organization or corporation that is known to be effectively owned or controlled by the Turkish government; or*

(ii) *Any individual directly and openly, or known to the Contractor to be acting on behalf of the Turkish government.*

(6) *“Purchase Order” means a mutually binding agreement between the Contractor and a subcontractor indicating types, definite quantities, and prices for products or services the subcontractor will provide to the Contractor.*

(b) *Restrictions.*

The Contractor shall not enter into any Purchase Orders after 31 March 2020 that would result in the delivery of covered articles under this contract nor charge to this contract, either directly or indirectly, the costs of any covered article placed on a Purchase Order after 31 March 2020.

(c) *Reporting requirement.*

(1) *In the event the Contractor identifies a covered article provided to the Government during contract performance that was placed on a Purchase Order after 31 March 2020, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer the following information:*

(i) *Within 10 business days from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.*

(ii) *Within 20 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.*

(d) *The Parties agree that no consideration shall be provided by the Contractor to the Government, or penalties imposed upon the Contractor for unknowingly being non-compliant to paragraph (b)(1) above.*

(e) *Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for the acquisition of commercial items.*



Facility Access clause: Regardless of Buyer's or Buyer's Customer Point of Acceptance on this PO or whether Buyer's customer has issued a delegation for this PO, Seller shall provide or obtain for Buyer, Buyer's customers and regulatory agency personnel, access to any and all facilities where work is being performed or is scheduled to be performed, including those facilities of Seller's agents and subcontractors, in order to perform Item inspections, surveys or system/process surveillance as part of verification of conformance to the requirements of this PO. Seller shall include the provisions of this facility access requirement in its POs with its agents and subcontractors, for this PO.

Quality Records clause: Seller shall:

1. Maintain complete records of the following:
 - i. all manufacturing, inspection, test, CoC, and shipping; and
 - ii. process capability; and
 - iii. all nonconforming material, dispositions, assignable causes, corrective and preventive actions, and effectiveness of corrective actions; and
2. make such records available for at least three (3) years after final payment of this PO or for longer periods if specified elsewhere in this PO; and
3. Upon Buyer's request, forward copy of Quality Records to Buyer; and
4. The seller shall include the provisions of this clause in its POs with its agents and subcontractors, for this PO.

Quality and process changes Clause: Seller shall notify Buyer of any adverse changes in its quality system status, adverse changes in Seller's quality organization, or changes of processes or procedures that are known to affect or could potentially affect conformity of any Item. The seller shall include the provisions of this clause in its POs with its agents and subcontractors, for this PO.